



VILLAGE OF KEY BISCAINE

Office of the Village Manager

MEMORANDUM

Village Council

Franklin H. Caplan, *Mayor*

Michael E. Kelly, *Vice Mayor*

Michael W. Davey

Enrique Garcia

Robert Gusman

Mayra P. Lindsay

James S. Taintor

DATE: January 8th, 2013

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

Village Manager

John C. Gilbert

RE: Corzo Castella Carballo Thompson Salmon, P.A. ("C3TS") to Stantec Consulting Services Inc.

It is the recommendation that the Village Council approve the attached Resolution approving assignment of all existing contracts with Corzo Castella Carballo Thompson Salmon, P.A. ("C3TS") to Stantec Consulting Services, Inc ("Stantec"). Stantec has purchased certain assets of C3TS with the result that the ongoing business and affairs of C3TS is now wholly owned by Stantec.

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING ASSIGNMENT OF ALL EXISTING CONTRACTS WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. ("C3TS") TO STANTEC CONSULTING SERVICES INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, C3TS currently is under contract with the Village of Key Biscayne (the "Village") to provide general professional engineering/architectural services to the Village; and

WHEREAS, Stantec Consulting Services Inc. (the "Stantec") has purchased certain assets of C3TS with the result that the ongoing business and affairs of C3TS is now wholly owned by Stantec; and

WHEREAS, C3TS, in its letter dated November 26, 2012 attached hereto as Exhibit "A," requested that the Village assign all existing contracts in the name of C3TS to Stantec; and

WHEREAS, the Village Council consents to the assignment of all existing contracts to Stantec; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Assignment Approved. The Village Council hereby approves the assignment of all existing contracts from C3TS to Stantec.

Section 3. **Village Manager Authorized.** The Village Manager, on the behalf of the Village, is hereby authorized to execute the letter attached as Exhibit "A" to this Resolution.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of ____, 2013.

FRANK CAPLAN, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, MMC
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney

Exhibit A

**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 15th day of July, 1998, by and between the Village of Key Biscayne (the "VILLAGE") and Corzo Castella Carballo Thompson Salman, P.A. (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform General Professional Architectural and Engineering Services ("Specified Services"). The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT agrees to provide Specified Services upon written request from the Village Manager as provided for in this Agreement. The Consultant will provide General Professional Architectural and Engineering Services on a project specific basis. A separate proposal for each project with a defined scope will be presented for review and approval prior to the start of each project.

2. FEES FOR SERVICES

The CONSULTANT agrees to charge the VILLAGE for Specified Services. Project specific Contracts will be presented for review and approval as requested by the Village Manager. Terms and conditions outlined therein. The CONSULTANT will issue an invoice once a month for the work which has been completed. Said invoices is payable by the VILLAGE within 30 days. The VILLAGE shall pay to the CONSULTANT for the faithful performance of this agreement, in lawful money of the United States of America.

3. TERM

The term of this Agreement is _____ year(s) unless earlier terminated pursuant to paragraph seven.

4. GENERAL TERMS AND CONDITIONS

All work papers and documents that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT.

5. ASSIGNMENT

This Agreement shall not be assignable by the CONSULTANT.

6. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

7. TERMINATION

This Agreement may be terminated by the VILLAGE upon 45 days' written notice with or without cause and by the CONTRACTOR upon 45 days' written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of the Agreement for all acceptable work performed up to the date of termination.

8. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

9. ENTIRE AGREEMENT

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

10. WARRANTIES OF CONSULTANT

The CONSULTANT hereby represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

11. NOTICES

All notices and communications to the VILLAGE shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:

C. Samuel Kissinger
Village Manager
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, Florida 33149

With a copy to:

Richard J. Weiss, Esq.
Village Attorney
Weiss, Serota & Helfman, P.A.
2665 South Bayshore Drive
Suite 204
Miami, Florida 33133

CONSULTANT:

Corzo Castella Carballo Thompson Salman, P.A.
901 Ponce de Leon Blvd., Suite 900
Coral Gables, Florida 33134

12. GOVERNING LAW

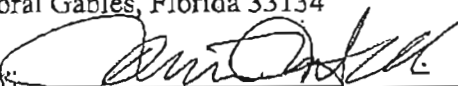
This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

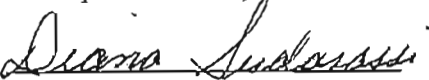
CONSULTANT:

Corzo Castella Carballo Thompson Salman, P.A.
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134

By:


Corzo Castella Carballo
Thompson Salman, P.A.

Attest:



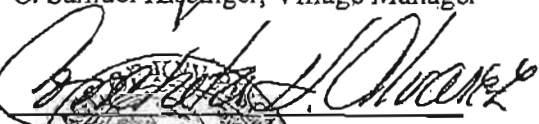
VILLAGE:

Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, Florida 33149

By:


C. Samuel Kissinger, Village Manager

Attest:



Authorized by Village Council July 1, 1998





Engineers
Architects
Planners

November 26, 2012

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

Attention: Chief John Gilbert, Interim Village Manager

Reference: C3TS Project No. 01108-000 – General Professional Engineering/Architectural Services

Dear Mr. Gilbert:

Please be informed that on November 30, 2012, Stantec Consulting Services Inc. ("Stantec") purchased certain of the assets of Corzo Castella Carballo Thompson Salman, P.A. ("C3TS") with the result that the ongoing business and affairs of C3TS is now wholly owned by Stantec. Stantec will maintain the present office locations of C3TS with no interruption in operations or client services, and all future projects and operations will be under the Stantec name. Stantec provides professional consulting services in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics for infrastructure and facilities projects. We support public and private sector clients in a diverse range of markets at every stage, from the initial conceptualization and financial feasibility study to project completion and beyond. Our services are provided on projects around the world through approximately 12,000 employees operating out of more than 190 locations in North America and 4 locations internationally.

Stantec's vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The caliber of the personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

In this regard, we request your approval to assign all existing contracts in the name of C3TS to Stantec. Kindly indicate your consent to the request for assignment by returning a duplicate copy of this letter, executed on behalf of Village of Key Biscayne to Stantec Consulting Services, Inc..

Sincerely,

CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.

Ramon Castella, P.E.
Vice-President

The undersigned hereby consents to the assignment of the Contract noted above to Stantec Consulting Services Inc. effective _____, 2012.

Village of Key Biscayne

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